

The Board of Education of Ogden City School District met in a study session at 5:02 p.m. on Thursday, August 18, 2016, in room 200, located in the Administration Building at the District Education Service Center, 1950 Monroe Boulevard, Ogden, Utah.

The following members of the board were present when the meeting convened:

Jennifer Zundel	Vice President
Douglas B. Barker	Member
Don E. Belnap	Member
Susan Richards	Member
Shane B. Story	Member

Superintendent Sandy Coroles and Business Administrator Zane K. Woolstenhulme were also present. Board President Jeff N. Heiner was excused. It was noted that board member Joyce Wilson would be arriving later.

Vice President Zundel welcomed everyone to the study session.

#### Review of Consent Calendar.

Personnel Actions. Board member Shane B. Story asked why we would be hiring and paying Brenda Ruffier to be a consultant. Superintendent Coroles stated that Ms. Ruffier would be a coach and a mentor to our seven new principals. This is a practice we have had for several years, using former administrators to help new principals with any questions or concerns that they may have. The new principals really appreciate that extra support.

Board member Joyce Wilson arrived at this time.

Naming of Rooms at New Bridge School. Ogden School Foundation Executive Director, Janis Vause, and Roger Snow, STEM administrator, joined the meeting to discuss the naming of rooms at New Bridge School. It was stated that Roger Snow was tasked with the job of raising funds for New Bridge School. He has been working with Janis Vause and Zac Williams to brainstorm ideas with the Ogden School Foundation executive committee. It was felt that some community and industry partners would like to donate for the privilege of naming a room. Mrs. Vause suggested to the board that we have these partners endow a room. That way it would be a permanent source of income for that particular room. The rooms they would be suggesting for naming rights would be the 3-D STEM, the media center, robotics lab, and the science lab. Mrs. Vause stated that she is not sure of the interest in this action, but would be happy to put out feelers if she had the board's blessing to do so.

It was suggested that the executive committee of the Foundation work on this project and bring the names of the businesses to the Board of Education. Mrs. Vause will work with Mr. Ardizzone to look at the spaces and see how a potential donor would view the space in order to put an amount on a room or wing. She would love to see the Dee name stay on something at this new school. Mr. Snow has suggested that we also do a donor wall - \$5,000 and over.

GearUp Contracts. Sarah Roberts, executive director of Elementary Education and Federal Programs, stated that GearUp focuses on the whole grade level and offers college trips and fairs to help strengthen the graduation initiatives. We have an amazing tutor training program with Weber State University where mentors are trained on targeted high level questioning. These tutor mentors are in contact with their assigned students on a daily basis and document grades, attendance, and citizenship. It was noted that this cohort for GearUp has a seventh year, so the tutor mentors are following the student into college and tracking at that level as well.

Sondra Jolovich-Motes, executive director of Secondary Education, updated the board on high school credit deficiency issues and how this affects the graduation rates. Many surrounding school districts, prior to having a student sign the adult education form, has the student sign a home school affidavit and then enrolls the student as a home school student in adult education. Mrs. Roberts noted that you cannot enroll a student in adult education without dropping that student from high school first and that the signing of a home school affidavit does not meet the criteria of dropping a student. Mrs. Jolovich-Motes will be bringing further information on this topic to the board in October.

Grant Writer. Mr. Story stated his concern that the district will write for a grant, will be awarded that grant, and then when the grant runs its course, the district has to figure out sustainability funding. He suggested that prior to writing the grant, the district determine a long term or a short term plan as far as sustainability is concerned. Mrs. Roberts stated that every grant we write has to have a sustainability plan, and in the past, the grant was written without the appropriate department's knowledge or buy in. Therefore, steps were missed and sustainability took a hit. From now on, the district will no longer write a grant in isolation with one grant writer, there will be department buy in, and there will be clarity of

purpose for every grant written. We will no longer be distracted by those entities asking for our cooperation on a grant just so that they can use our demographics in order to obtain that grant.

Celebrating Student Achievement.

Superintendent’s Celebration. The superintendent shared a brief synopsis of the celebrations she will highlight at the upcoming board meeting.

Public Participation.

There will be no public participation at the board meeting following this study session.

Increasing Student Achievement.

Board Policy Manual Updates on Sections 2.2, 4.6.2, 5.1, 5.4, 5.5, and 6.1.9. The board agreed that since the changes to each of these policies are minor, all would be moved to the consent calendar.

The meeting adjourned at 5:55 p.m. in preparation for attendance at the board meeting at 6 p.m.

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President

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Business Administrator

The Board of Education of Ogden City School District met in a regular session at 6:05 p.m. on Thursday, August 18, 2016, in the board room, located in the Administration Building at the District Education Service Center, 1950 Monroe Boulevard, Ogden, Utah.

The following members of the board were present when the meeting convened:

Jeff N. Heiner	President
Jennifer Zundel	Vice President
Douglas B. Barker	Member
Don E. Belnap	Member
Susan Richards	Member
Shane B. Story	Member
Joyce Wilson	Member

Superintendent Sandy Coroles and Business Administrator Zane K. Woolstenhulme were also present.

President Heiner welcomed everyone to the board meeting.

The reverence was led by Sondra Jolovich-Motes.

The Pledge of Allegiance was led Misti Bergold.

1. Consent Calendar.

President Heiner announced that the following items would be moved from the Increasing Student Achievement portion of the agenda to the Consent Calendar: Board Policy Manual Sections: 2.2 – Duties of the Superintendent (rev.); 4.6.2 – Special Use of School Buses (rev.); 5.1 – Facilities Development Goals (rev.); 5.4 – Facilities Construction (rev.); 5.5.1 – Names of Building Plaques (rev.); and 6.1.9 – Employment Background Checks (rev.).

The following items on the consent calendar, including those items mentioned above, were approved on a motion by Shane B. Story. Seconded by Susan Richards. The motion carried unanimously.

a. Recommended Personnel Actions. The following personnel actions recommended by the superintendent were approved:

**NON-RENEWALS**

5/26/16	Price, Robin	Classroom staff assistant @ Horace Mann
5/27/16	Tejeda Alcaraz, Isabel	Cook @ Wasatch
5/26/16	Singleton, Carl	Classroom staff assistant @ Ogden High, non-renewed for funding
5/26/16	Miller, Kristin	Classroom staff assistant @ Ogden High, non-renewed for funding

**RESIGNATIONS**

5/27/16	Cackler, Timberly	Teacher @ Lincoln, resigned
5/27/16	Evans, Jennifer	Teacher @ Gramercy, resigned
5/27/16	Bushell-Kelson, Kimberlee	Teacher @ Ben Lomond, resigned
6/30/16	Ellis, Rebecca	District administrator, resigned
5/26/16	Tingey, Jill	Staff assistant @ Mound Fort, resigned
6/13/16	Parker, Matthew	Counselor @ Polk/Taylor, resigned
5/27/16	Penland, Andrew	Counselor @ Lincoln, resigned
5/26/16	Christensen, Elizabeth	Staff assistant @ James Madison, resigned
5/26/16	Garcia, Migel	Staff assistant @ James Madison, resigned
5/26/16	Ramey, Lisa	Special education staff assistant @ Highland, resigned
6/30/16	Alcaraz, Irene	District translator, resigned
5/26/16	Castaneda, Karina	Playground monitor @ Wasatch, resigned
5/26/16	Cook, Colleen	Library staff assistant @ Gramercy, resigned
6/13/16	Maggs, Roberta	Psychologist @ District, resigned
7/4/16	Lindeman, Nathan	Computer technician @ District, resigned
6/9/16	Borrego, Kimberly	Head secretary @ Taylor Canyon, resigned
5/26/16	Bostwick, Jori	Staff assistant @ James Madison, resigned
5/27/16	Bachman, March	Cook @ Gramercy, resigned
5/26/16	Carver, Sara	Classroom staff assistant @ Wasatch, resigned
5/27/16	Pence, Kaylee	Teacher @ Taylor Canyon, resigned
7/22/16	Ipson, Jennifer	Teacher @ Shadow Valley, resigned
5/27/16	Redlin, Angie	Teacher @ Polk, resigned
5/27/16	Bryan, Shawna	Teacher @ Horace Mann, resigned
5/27/16	Cowan, David	Teacher @ Ogden High, resigned
5/26/16	Sevy, Sharon	Classroom staff assistant @ Wasatch, resigned
5/26/16	Taylor, Dakota	Special education staff assistant @ Mt. Ogden, resigned
5/26/16	Gualtier, Ayreale	Special education staff assistant @ Mound Fort, resigned
5/27/17	Boyson, Sarah	Teacher @ Shadow Valley, resigned
5/27/16	Nelson, Kayleigh	Teacher @ Odyssey, resigned
5/26/16	Edwards, Leigh	Staff assistant @ Highland, resigned
5/26/16	Moya, Cecilia	Special education staff assistant @ Horace Mann, resigned
6/9/16	Cortes, Maria	Financial secretary @ Highland, resigned
6/30/16	Huerta, Fernando	Classroom staff assistant/Americorps @ TO Smith, resigned
6/13/16	Montgomery, Lorilee	Counselor @ Mt. Ogden, resigned
7/11/16	Tonnies, Jessica	Library media specialist @ District, resigned
5/26/16	Watkins, Sandra	Special education staff assistant @ Gramercy, resigned
5/27/16	Hemmings, Margarita	Teacher @ TO Smith, resigned
5/26/16	Davis, Steven	Playground monitor @ Bonneville, resigned
5/26/16	Robinson, Savannah	Special education staff assistant @ Horace Mann, resigned
5/26/16	Anderson, Brooke	Special education job coach @ District, resigned
5/26/16	Garcia, Stephanie	Classroom staff assistant @ Hillcrest, resigned
5/26/16	Fackrell, Lachere	YIC staff assistant @ WVDC, resigned
5/26/16	Mitchell, Janet	Staff assistant @ Odyssey, resigned
5/27/16	Stout, Hilary	Teacher @ Polk, resigned

**RETIREMENTS**

7/29/16	Douglas, Eddy	Astro Camp facilitator @ Odyssey
6/5/16	Ripplinger, Shelly	District Librarian

**ELECTIONS**

6/6/16	Cuevas, Jessica	Custodian @ Lincoln, \$13.44 per hour, 19 hours per week
6/7/16	Lopez, Dayna	Custodian @ Heritage, \$13.44 per hour, 19 hours per week
6/6/16	Smith, Caitlyn	Custodian @ Ogden High, \$13.44 per hour, 19 hours per week
7/1/16	Smith, Cynthia	Asst. Principal @ Ogden High, \$86,841.00
6/27/16	Pachuca, Linda	Building engineer @ Ben Lomond, \$18.34 per hour, 40 hours per week
8/23/16	Holliday, Justin	Behavioral staff assistant @ Mound Fort, \$12.53 per hour, 28.75 hours per week
7/26/16	Child, Emily	Counseling secretary @ Ben Lomond, \$13.44 per hour, 40 hours per week
8/19/16	Putnam, Ruth	Hours voluntarily reduced from 26 per week to 20 per week
8/19/16	Villanueva-Sanchez, Dulce	Location change from Mound Fort to TO Smith, no change to position or wage
8/19/16	Hunt, E Marie	Location change from Mound Fort to Taylor Canyon, no change to position or wage
8/19/16	McLendon, Renee	Location change from Taylor Canyon to Shadow Valley, no change to position or wage

8/19/16	Hauser, Amy	Location change from Shadow Valley to James Madison, no change to position or wage
8/17/16	Spencer, Ryan	Hired as a CNP Manager @ Taylor Canyon, \$15.20 per hour, 40 hours per week
8/17/16	Wright, Philip	Hired as a CNP Manager @ Mound Fort, \$20.72 per hour, 40 hours per week
8/17/16	Carter, Kayleen	Location change from Taylor Canyon to Shadow Valley, no change to position or wage
8/19/16	Sustaita, Irma	Hours increased from 5.5 per day to 6 per day, no change to position or wage
8/19/16	Gehrett, Michelle	Hours increased from 4.4 per day to 6 per day, no change to position or wage
8/19/16	Navarro, Reina	Hours increased from 5.8 per day to 6 per day, no change to position or wage
8/23/16	Church, Amy	Location change from George Washington to Mill Creek, no change to position, wage or hours
8/23/16	Richards, Kimberly	Location change from Highland to District, no change to position, wage or hours
8/23/16	Larkin, Shari	Location change from Mound Fort to District, 12.5 hours per week, no change to position or wage
8/22/16	Christensen, Audrey	Location change from Dee to Taylor Canyon, no change to position, wage or hours
8/22/16	Minnich, Jill	Location change from Heritage to New Bridge, no change to position, wage or hours
8/23/16	McKinney, Jamie	Hours increase from 3 per day to 4 per day, no change to position, wage or hours
8/23/16	Smith, Jessica	Location change from Horace Mann to New Bridge, no change to position, wage or hours
8/23/16	Hughes, Rana	Location change from James Madison to New Bridge, no change to position, wage or hours
8/23/16	Byrne, Stacey	Location change from Taylor Canyon to New Bridge, no change to position, wage or hours
8/23/16	Wright, Craig	Location change from Dee to New Bridge, no change to position, wage or hours
8/18/16	Muncy, Kelly	Teacher @ George Washington
8/23/16	Scott, Mindy	Staff assistant @ Sped Preschool, \$13.44 per hour, 26 hours per week
8/18/16	Robins, Wade	Teacher @ Mt. Ogden, \$39,220.00
8/18/16	Lewis, Blair	Teacher @ Ogden High, \$40,970.00
8/18/16	Strandberg, Kaylie	Teacher @ Ogden High, \$40,095.00
8/18/16	Rogers, Patricia	Teacher @ James Madison, \$42,720.00
8/18/16	Salgado, Amanda	Intern teacher @ Highland, \$39,220.00
8/18/16	Voyles, Shawn	Teacher @ James Madison, \$44,470.00
8/18/16	Whitear, Michelle	Teacher @ Bonneville, \$44,470.00
8/18/16	Wilde, Tyler	Teacher @ Mound Fort, \$39,220.00
8/18/16	Wright, Natalie	Teacher @ Shadow Valley, \$40,970.00
8/18/16	Wright, Timothy	Teacher @ Mt. Ogden, \$39,220.00
8/18/16	Young, Alenica	Teacher @ Mt. Ogden, \$39,220.00
8/18/16	Williamson, Kristie	Teacher (.5 fte) @ Ogden High, \$20,485.00
8/18/16	Brecht, Alexis	Teacher @ Highland, \$39,220.00
8/4/16	Hoyt, Joshua	Psychologist @ District, \$48,845.00
8/18/16	Foster, Mishayla	Speech language tech @ District, \$39,220.00
8/18/16	Doolan, Nicole	Teacher @ Lincoln, \$47,095.00
8/18/16	Johnson, Cheri	Teacher @ Mound Fort, \$43,595.00
8/18/16	Nye, Wendy	Half-time teacher @ Horace Mann, \$39,220.00
8/18/16	Smith, Amanda	Half-time teacher @ Shadow Valley, \$41,845.00
8/18/16	Spechly, Megan	Teacher @ Shadow Valley, \$40,085.00
8/18/16	Lauscher, Kevin	Teacher @ Mound Fort, \$46,220.00
8/18/16	Neutzling, Joelle	Teacher @ Lincoln, \$42,720.00
8/18/16	Dipoma, Lora	Teacher @ Ben Lomond, \$51,470.00
8/18/16	Iverson, Logan	Teacher @ Ben Lomond, \$40,970.00
8/18/16	Miramontes, Claudia	Intern teacher @ Odyssey, \$39,220.00
8/18/16	Martinez, Jeffrey	Teacher @ Ben Lomond, \$39,220.00
8/18/16	Metcalf, Teryl	Teacher @ New Bridge, \$46,220.00
8/18/16	Morgan Barnum, Jacy	Teacher @ James Madison, \$54,095.00
8/18/16	Nelson, Jesse	Teacher @ Highland, \$47,095.00
8/18/16	Ortiz, Molly	Teacher @ Polk, \$40,095.00
8/18/16	Roberts, Lisa	Teacher @ New Bridge, \$49,720.00
8/18/16	Mora, Karina	Teacher @ Mt. Ogden, \$43,595.00
8/18/16	Ordaz Canales, Lidia	DLI Coordinator, \$47,095.00
8/18/16	Adams, McKell	Intern teacher @ Highland, \$39,220.00

8/18/16	Andersen, Ellen	IC @ Bonneville, \$50,595.00
8/18/16	Checketts, Darla	Half-time teacher @ Ben Lomond, \$47,095.00
8/18/16	Dannehl, Amy	Intern teacher @ Mt. Ogden, \$39,220.00
8/17/16	Dean, Andrew	Psychologist @ District, \$45,345.00
8/18/16	Ewing, Jennifer	Teacher @ Horace Mann, \$40,095.00
8/18/16	Huber, Elisabeth	Teacher @ Ogden High, \$40,095.00
8/18/16	Hunter, Keri	Half-time teacher @ Mound Fort, \$39,220.00
8/18/16	Smith, Kelsey	Intern teacher @ Ben Lomond, \$39,220.00
8/18/16	Wilcox, Cindy	Teacher @ Ogden High, \$52,345.00
8/18/16	Robinett, Timothy	Teacher @ Mound Fort, \$39,220.00
8/18/16	Gilman, Yen Hui	Teacher @ Ogden High, \$40,095.00
8/18/16	Davis, Douglas	Teacher @ Ben Lomond, \$47,095.00
8/18/16	Tollefson, Anne	Teacher @ Polk, \$40,095.00
8/18/16	Jaden, Stephanie	Teacher @ Hillcrest/Lincoln, \$41,845.00
8/18/16	Adams, Kimberly	Teacher @ Heritage, \$40,095.00
8/18/16	McGonegal, Jennifer	Intern teacher @ New Bridge, \$39,220.00
8/18/16	Thomas, Abraham	Intern teacher @ Ben Lomond, \$39,220.00
8/1/16	Mendenhall, Jacqueline	CNP data entry @ District, \$11.69 per hour, hours vary
7/27/16	Franzen, Tyler	Custodian @ Ogden High, \$13.44 per hour, 40 hours per week
8/23/16	Stribling, Lindsey	Community liaison @ Mound Fort, \$13.44 per hour, 40 hours per week
8/18/16	Crespo Patron, Angeles	Teacher @ Ben Lomond, \$39,220.00
8/23/16	Joy, Barbara	Classroom staff assistant @ Wasatch, \$12.53 per hour, 17.5 hours per week
8/18/16	Lollar, Theresa	OT @ District, \$61,095.00
8/18/16	Womack, Mitchell	Teacher @ Highland, \$39,220.00
8/18/16	Curtis, Erica	Teacher @ Taylor Canyon, \$48,845.00
8/18/16	Larios, Ruth	Teacher @ Ben Lomond, \$51,470.00
8/18/16	Kellahan, Allison	Teacher @ Odyssey, \$39,220.00
8/18/16	McPartlin, Katie	Teacher @ Highland, \$39,220.00
8/18/16	Rose, Paul	Teacher @ TO Smith, \$51,470.00
8/18/16	Anso Supervia, Alejandro	Teacher @ Bonneville, \$44,470.00
8/18/16	Scheid, Lisa	Teacher @ Gramercy/TO, \$50,595.00
8/18/16	Olsen, Melanie	Teacher @ Horace Mann, \$42,720.00
8/18/16	Ambruster, Nathalie	Teacher @ New Bridge, \$40,970.00
8/18/16	Warren, Candis	Teacher @ Heritage, \$39,220.00
8/18/16	Leavitt, Heidi	Teacher @ Horace Mann, \$39,220.00
8/18/16	Heerspink, Rachel	Teacher @ Shadow Valley, \$39,220.00

**CHANGE OF STATUS**

5/23/16	Graham, Andrea	Level increase to Master's plus, \$47,970.00
6/18/16	Anderson, Jackie	Retirement postponed, will continue to teach .5 fte for 2016-17
4/25/16	Namovicz, Jessica	Level increase to Master's, \$49,720.00
7/26/16	O'Grady, Dale	Financial secretary @ Ben Lomond, \$18.86 per hour, 40 hours per week
7/26/16	Tomon, Nancy	Financial secretary @ SpEd, \$16.70 per hour, 40 hours per week
7/26/16	Arche, Jose	Head secretary @ Odyssey, \$15.20 per hour, 40 hours per week
7/26/16	Hipwell, Cynthia	Head secretary, Location change from Odyssey to Heritage, no change to wage or hours
7/26/16	Salvo, Gina	Head secretary, Location change from Heritage to Wasatch, no change to wage or hours
7/1/16	Bennington, Jessica	HR Director, \$103,091.00
7/1/16	Briggs, Stacey	Principal @ Highland, no change to wage or hours
7/1/16	Clifton, Jeanne	Asst. Principal @ Heritage, no change to wage or hours
7/1/16	Jenson, Beverly	Principal @ Taylor Canyon, no change to wage or hours
7/1/16	Mieure, Jim	Principal @ Gramercy, \$99,341.00
7/1/16	Vandeventer, Tracy	Principal @ Mt. Ogden, \$104,341.00
7/1/16	Seese, Jay	Asst. Principal @ Ogden High, no change to wage or hours
7/1/16	Wilcox, Shannon	Principal @ James Madison, no change to wage or hours
7/1/16	Espinoza, Keeli	Asst Principal @ Ben Lomond, \$83,091.00
8/23/16	Miller, Tonya	Special education staff assistant @ Horace Mann, \$12.92 per hour, 26 hours per week
8/23/16	Robinson, Savannah	Hours reduced from 26 per week to 19.5 per week, no change to location or wage
8/23/16	Trujillo, Samantha	Hours increased from 19.5 per week to 26 per week, no change to location or wage
7/5/16	Von Hartman, Robin	Head custodian @ Hillcrest, \$16.70 per hour, 40 hours per week
7/1/16	Merrill, Lexus	Head lifeguard at both Ogden and Ben Lomond pools
5/26/16	Cady, Ivy	Rescinded her resignation, will apply for LOA
7/1/16	Ruffier, Brenda	Consultant for the district, temporary position

7/1/16	Roberts, Sarah	Appointed as Executive Director, \$111,841.00
10/1/16	Smith, Darwin	Construction manager duties will end
7/1/16	Carpenter, Chad	Asst. Superintendent, \$128,091.00
7/1/16	Harrop, Karen	Direct of SpEd, \$94,341.00
7/1/16	Ardizzone, Vincent	Principal @ New Bridge, no change to hours or wage
8/18/16	Palmer, Alma	Teacher @ New Bridge, \$58,470.00
8/18/16	Felt, Kari	Teacher @ Lincoln, \$39,220.00
8/18/16	Gibson, Emily	Half-time teacher @ Horace Mann, \$22,672.00
4/24/16	Houtz, Stephanie	Level increase to a Master's, \$45,345.00
5/24/16	Jolley, Brittany	Level increase to a Master's, \$47,970.00
7/11/16	Teeples, Brad	Level increase to a Bachelor's plus, \$42,720.00
6/23/16	Jackson, Aurial	Level increase to a Bachelor's plus, \$42,720.00
6/8/16	Bennington, Robert	Level increase to a Bachelor's plus, \$48,845.00
6/9/16	Baron, Kevin	Level increase to a Master's plus, \$51,470.00
7/11/16	Hielkema, Jennifer	Level increase to a Bachelor's plus, \$42,720.00
7/11/16	Gibson, Patrice	Level increase to a Bachelor's plus, \$44,470.00
7/11/16	Tomlinson, Marie	Level increase to a Bachelor's plus, \$43,595.00
7/13/16	Saez, Leah	Level increase to a Bachelor's plus, \$45,345.00
8/18/16	Johnston, Michelle	Teacher @ New Bridge, salary level remains the same
8/11/16	McFarlane, Robyn	Teacher Specialist @ Sped, salary level remains the same
8/18/16	Malan, Wendy	IC @ Shadow Valley, salary level remains the same
8/18/16	MacGregor, Amy	Teacher @ Hillcrest, salary level remains the same
8/4/16	Larsen, Tamra	Counselor @ Ogden, salary level remains the same
8/18/16	Ferry, Kelly	Teacher @ New Bridge, salary level remains the same
8/18/16	Bellah, Aime	Teacher @ Ogden High, salary level remains the same
8/18/16	Blackford, Tonya	IC @ James Madison, salary level remains the same
8/18/16	Brough, April	Counselor @ Horace Mann/Taylor Canyon, salary level remains the same
8/18/16	Crivello, Jeff	Teacher @ Wasatch, salary level remains the same
8/18/16	Crouch, Roxie	Counselor @ Bonneville/James Madison, salary level remains the same
8/18/16	Doncouse, Laura	Teacher @ Hillcrest, salary level remains the same
8/18/16	Gil, Monica	Counselor @ Ben Lomond, salary level remains the same
8/18/16	Glenn, Alice	Teacher @ Wasatch, salary level remains the same
8/18/16	Houtz, Stephanie	Teacher @ New Bridge, salary level remains the same
8/11/16	Law, Leslie	Teacher Specialist @ Sped, salary level remains the same
8/18/16	Kramer, Sarah	Half-time teacher @ Mound Fort
8/18/16	Johnson, Katie	Half-time counselor @ Highland
8/18/16	Jackson, Jessica	Half-time teacher @ Mound Fort
8/18/16	Hancey, Jennilyn	Half-time teacher @ Odyssey
8/18/16	Florek, Heidi	Half-time teacher @ Wasatch
8/18/16	Davis, Ashley	.75 teacher @ District/Shadow Valley
8/18/16	Child, Teri	Half-time teacher @ Mound Fort
8/18/16	Charbonneau, Christina	Half-time teacher @ Preschool
8/18/16	Bailey, Ashley	Teacher @ Ogden High, \$40,095.00
8/4/16	Graham, Andrea	Counselor @ Ben Lomond, salary level remains the same
7/25/16	Meza-Contreras, Marco	Part-time building custodian @ Ben Lomond, \$13.44 per hour, 19 hours per week
7/25/16	Cook, Kalley	Custodian @ Ben Lomond, \$13.86 per hour, 40 hours per week
7/26/16	Nicholls, Lacey	Head secretary @ Taylor Canyon, \$15.20 per hour, 40 hours per week
7/25/16	Rutherford, Darlene	Asst. head custodian @ Ogden High, \$15.20 per hour, 40 hours per week
8/18/16	Walker, Scott	Full-time teacher @ Mt. Ogden
8/18/16	Stout, Hilary	Half-time teacher @ Polk
8/18/16	Penland, Jennifer	Teacher @ Bonneville
8/18/16	Ferry, Kelly	Level increase to a Master's plus, \$52,345.00
8/18/16	Felker, Andee	Teacher @ Shadow Valley, \$45,345.00
8/18/16	Mecham, Kelly	Dean of students @ Mound Fort, salary level remains the same
8/18/16	Natay, Treena	Teacher @ Heritage
8/18/16	Redd, Cindi	Dean of students @ Highland, salary level remains the same
8/18/16	Robinson, Shawnee	Teacher @ New Bridge, salary level remains the same
8/18/16	Rosencrantz, Julie	Teacher @ Shadow Valley, salary level remains the same
8/18/16	Sorton, Katie	Teacher @ District, salary level remains the same
8/18/16	Swanger, Jeff	Counselor @ Highland/Mt. Ogden, salary level remains the same
8/18/16	Thompson, Andrea	IC @ New Bridge, salary level remains the same
8/18/16	Workman, Tawnya	Teacher @ Heritage, salary level remains the same
8/18/16	Ortiz, Cory	Full-time teacher @ Highland
8/18/16	Scott, Amy	Teacher @ Mt. Ogden, salary level remains the same
8/18/16	Simmons, Adell	Full-time teacher @ Ogden High
8/18/16	Wood, Melissa	Teacher @ New Bridge, salary level remains the same

8/18/16	Porter, Kristen	Teacher @ Mound Fort, salary level remains the same
8/18/16	Sessions, Mikelle	Teacher @ New Bridge, salary level remains the same
8/18/16	Vanbeekum, Aaron	Teacher @ Ben Lomond, salary level remains the same
8/18/16	Ruf, Kami	Teacher @ Shadow Valley, salary level remains the same
7/26/16	Ricks, Renee	Attendance secretary @ Mt. Ogden, \$19.32 per hour, 40 hours per week
7/26/16	Coria, Rebecca	Financial secretary @ Highland, \$15.20 per hour, 40 hours per week
7/25/16	Blanchard, Marc	Custodial services specialist @ District, \$24.24 per hour, 40 hours per week
8/17/16	Avila, Yesenia	Cook @ New Bridge, salary and hours to remain the same
8/19/16	Sustaita, Maria	Cook @ New Bridge, salary and hours to remain the same
8/19/16	Sanchez, Norma	Cook @ New Bridge, salary and hours to remain the same
8/19/16	De Los Santos, Edid	Cook @ New Bridge, salary and hours to remain the same
8/19/16	Quintana, Maria	Cook @ New Bridge, salary and hours to remain the same
8/23/16	Joy, Leanne	Classroom staff assistant @ Wasatch, \$12.53 per hour, 17.5 hours per week
8/23/16	Reeves, Michael	Staff assistant @ Heritage, salary and hours to remain the same
8/23/16	Mata, Miranda	Staff assistant @ New Bridge, salary and hours to remain the same
8/23/16	Turner, Sandra	Staff assistant @ Heritage, salary and hours to remain the same
8/23/16	Olaleye, Cecilia	Staff assistant @ New Bridge, salary and hours to remain the same
8/23/16	Gomez, Beatriz	Staff assistant @ Heritage, salary and hours to remain the same
8/23/16	Schaugaard, Rebecca	Staff assistant @ Shadow Valley, salary and hours to remain the same
8/23/16	Alvord, Jena	Staff assistant @ Hillcrest, salary and hours to remain the same
8/18/16	McIntyre, Sherrie	Teacher @ Horace Mann, salary and hours to remain the same
8/18/16	Ripplinger, Shelly	Teacher @ Taylor Canyon
8/18/16	Thayn, Avan	Teacher @ Bonneville/Lincoln
8/23/16	Read, Diane	Special education staff assistant @ Horace Mann, \$12.53 per hour, 19.5 hours per week
8/23/16	Walker, Brenda	Library staff assistant @ James Madison, salary and hours to remain the same
8/23/16	Henderson, Colette	Special education staff assistant @ New Bridge, \$12.92 per hour, 26 hours per week
8/23/16	Borja, Rosa	Hours decreased from 22.5 per week to 20 per week, salary to remain the same
8/18/16	Kilts, Katherine	Part time teacher (.6 fte) @ Polk, salary level to remain the same
8/18/16	Lund, Lori	4 <sup>th</sup> year provisional for the 2016-17 school year
8/18/16	Anderson, Marilyn	4 <sup>th</sup> year provisional for the 2016-17 school year
8/18/16	Medina, Myrna	4 <sup>th</sup> year provisional for the 2016-17 school year
8/18/16	Mora, Ashley	Full time Speech Language Tech @ Special Education/District Office
8/11/16	Eastman, Wendy	Hours reduced to .8 fte
8/19/16	Putnam, Ruth	Hours increased from 20 hours per week to 26 hours per week
8/18/16	Yi, Amy	Teacher @ Heritage, salary level to remain the same
8/18/16	Taylor, Patricia	Teacher @ Wasatch, salary level to remain the same
8/18/16	McGaughey, Stephanie	Teacher @ James Madison, salary level to remain the same
8/18/16	Jones-Chamberlain, Ursula	Teacher @ New Bridge, salary level to remain the same
8/18/16	Johnson, Megan	Teacher @ New Bridge, salary level to remain the same
8/18/16	Henriquez, Elida	Teacher @ James Madison, salary level to remain the same
8/18/16	Brandner, Stephanie	Teacher @ James Madison, salary level to remain the same
8/18/16	Bent, Lyndee	Teacher @ New Bridge, salary level to remain the same

b. Financial Reports. Financial reports for June and July 2016 were provided by the business administrator.

c. Minutes of Previous Meetings. Minutes for the board meeting held June 14, 2016, and July 21, 2016, were approved as written.

d. Contract Approval – Weber State University (WSU) College of Education for GearUp SOARS. The board approved the contract to partnership with WSU, following students from the graduation class of 2017 through their first year of college. The total contract for years six is \$130,000. WSU is responsible for the following:

Advance GEARUP Students' College- and Career- Readiness

- Act as liaison for high school to college transition; assisting with pre-college course completion data, transition to and retention for postsecondary education.
- Participate in district level PLCs related to targeted grant goals and college/career readiness data.

- Obtain partner resources that align to grant specific outcomes.
- Help develop and serve as liaison for first year programs designed specifically for OSD students during their first year of college at WSU and OWATC (AVID Higher Ed).  
Tutoring/Academic Support
- Work closely with WSU’s Access and Diversity Program to recruit and hire qualified work study and SOARS tutors in schools.
- Attend GEARUP related district PLCs which support the following:
  - GEARUP required college activities (college visits, student shadowing, guest speakers, college fairs GEARUP week, College Application Week, FAFSA, etc.).
  - Create data driven action plans aligned to individual college/career readiness needs.
  - Coach and assist GEARUP Site Facilitators with individual case management/mentoring.
  - Participate and collaborate with family education and events.
- Continue to build a rapport with WSU’s various colleges to provide academic enrichment for students; partner with site-facilitators and collaborate with **other** local postsecondary institutions to provide college readiness experiences.
- Collect and document all WSU program data and required match.
- Assist with all federally-mandated reports.

e. SpectrumRED for GearUp SOARS. The board approved the contract with SpectrumRED for the sixth year of the GearUp grant. The total amount paid to SpectrumRED for evaluation of the GearUp project for the sixth year is \$93,000.

f. SpectrumRED Grant Writing, Data Collection, and Evaluation Contract. The board approved SpectrumRED to perform the following duties, at a 15% fee of the overall project once a grant is awarded :

- SpectrumRED’s evaluators and Grant Lab staff will track federal education-related initiatives while they are still in the legislative process to watch for grants that best align with OSD’s initiatives.
- When OSD decides to apply for a grant, SpectrumRED’s grant lab staff will work closely with school district personnel to research, develop, and submit grant proposals. They will offer advice, write the text, develop budgets, organize the appendix, and complete any necessary tasks to prepare the entire proposal for submission. During this process, the Grant Lab will work one-on-one with district personnel to ensure the grant reflects the ideas and concepts put forward by OSD.
- The evaluation plan will be compatible with the U.S. Department of Education Continuous Improvement Management (CIM) model.

g. School LAND Trust Plan Amendment, 2016-2017 – Hillcrest Elementary. The board approved the following amendment to the Hillcrest Elementary School LAND Trust Plan for the 2016-2017 school year:

The initial plan asked for School LAND Trust funds to pay for .5 of a new teacher to support large class sizes in 4<sup>th</sup> grade. However, due to the cost of a new teacher including benefits, Hillcrest was unable to do this.

The council met again and approved a plan to instead purchase 1 Chrome Book cart (20 Chrome Books) to support technology in the upper grades and 1 iPad with cart (32 iPads) to support technology in the lower grades. In addition, Hillcrest would like to hire on staff assistant for 3.9 hours to support guided reading in several grades. Any additional money will be spent to purchase site licenses for math software.

- iPads with cart: \$12,000
- Chrome Books with cart: \$9,300
- 3.9 staff assistant: \$11,000

h. Naming of Rooms at New Bridge School. The board gave permission for the Ogden School Foundation Executive Director Janis Vause, and district administrator Roger Snow to investigate the possibility of community and industry partners donating funds for specific room naming rights at New Bridge School. These rooms would be the media center, Robotics Lab, Makerspace/3-D Printing Lab, and the science lab.

i. First Reading Board Policy Manual Section 6.1.9 – Employment Background Checks (rev.). The board approved the first reading of this policy, with the revision as written:

Employees working 30 – 40 hours	Full cost
Employees working 20 – 29 hours	\$35.00
Employees working 15 – 19 hours	\$20.00



Employees working 14.9 hours and below	\$10.00
Volunteers and substitutes	\$10.00
<u>Employees Transferring from Other Districts</u>	<u>\$ 5.00</u>

j. First Reading Board Policy Manual Section 4.6.2 – Special Use of School Buses (rev.).  
The board approved the first reading of this policy, with the revision as written:

All trips over ~~400~~ 350 miles and/or overnight must receive prior approval from the Board of Education. A bus usage fee will be established by the transportation department.

k. First Reading Board Policy Manual Section 5.1 – Facilities Development Goals (rev.).  
The board approved the first reading of this policy, with the revision as written:

With ~~twenty-three~~ many school campuses, a district office complex, shops, warehousing facilities, and several other properties, the Board of Education has a huge investment in school facilities.

l. First Reading Board Policy Manual Section 5.4 – Facilities Construction (rev.). The board approved the first reading of this policy, with the revision as written:

Part ~~5~~ 2 of the Procurement Policy for the Ogden City School District outlines the process for the implementation of construction, including the selection of an architect, alternate methods of construction services, bid security, bonds required, contract causes, change orders, awarding contracts, competitive sealed proposals, non-responsibility of bidder, specification preparation and legal requirements.

m. First Reading Board Policy Manual Section 5.5.1 – Names of Building Plaques (rev.).  
The board approved the first reading of this policy, with the revision as written:

In keeping with the practice to recognize elected officials and others for their efforts and/or public service in providing new or improved public facilities, the district will have plaques installed on new construction projects listing the names of persons, as reflected in board minutes, who were involved at the time of acceptance of the project bid and who served during the construction period. The plaques will provide the following information:

- a) Name of the school, building, or playing field;
- b) Board-approved construction date;
- c) Names of the members on the board who approved construction date, thusly: president, vice president, members of the board (in order of number of years on the board), and any members of the board added during the period of construction;
- d) Names of the superintendent and ~~clerk of the board~~ Business Administrator;
- e) Name of architect;
- f) Name of contractor; and,
- g) Others as directed by the board.

n. First Reading Board Policy Manual Section 2.2 – Duties of the Superintendent (rev.).  
The board approved the first reading of this policy, with the revision as written:

The superintendent is the executive officer of the Board of Education. The following are the duties of the superintendent:

- 1. To plan, direct, and coordinate the educational program of the district with special emphasis on ~~improvement of reading and mathematics and content specific standards needing improvement and to maintain~~ continual emphasis of best practices for all educational programs of the district.
- 2. Celebrating Student Achievement.
  - a. “Great Things Happening Report” – Advancement Via Individual Determination (AVID). Shevon Lopez, a coordinator of the AVID program at Ogden High, shared information concerning the AVID program. She stated that AVIDs mission is to close the achievement gap by preparing all students for college readiness and success in a global society. To be a participant in an AVID class, the student has to apply, be interviewed, and then selected. They have to have an academic potential of a 2.0 to 3.5 GPA and have a desire to attend college. They also have to take at least one advanced course per year, be part of a historically underrepresented group, and the first to attend college in their family.

Mrs. Lopez introduced one of her students in the AVID program at Ogden High:

Gabriel Sanchez stated that he likes to challenge himself with rigorous courses. He joined AVID in 7<sup>th</sup> grade, and was introduced to the idea of going to college. He learned a lot in grades 7, 8, 9 about getting ready for high school (how to take Cornell notes and get organized) and in high school – what to take in high school and how to get into college. This opened a lot of doors for him and expanded his vision. It made him realize that he did not want to become another dropout. AVID teachers are providing help with scholarships for soccer and with his interest in bio-medical studies.

Mrs. Lopez further shared information on another student at OHS, Mariah Sanchez, who attends every event that they have had, even when it is after school or during the summer because she wants the best for her future. Growing up in a single parent household with four other siblings and mother working full time, the expectation was that she would drop out and get pregnant. Prior to joining AVID in 8<sup>th</sup> grade, she was always in trouble, but AVID has helped her so much with her grades, skyrocketing her to take rigorous classes in the honors program. Personally, it feels great to be supported in this program. She wants to go college and have a better future for herself. She has learned things like how to pay for college, set goals and achieve them and stay motivated. AVID is a great program and she is glad to be a part of it.

Mrs. Lopez shared that AVID is not just another program...at its heart, AVID is a philosophy to hold students accountable to the highest standards, provide academic and social support, and they will rise to the challenge.

b. Superintendent's Celebration. Superintendent Coroles shared the following celebrations with the board and community:

- Utah High School Activities Association recognized Ben Lomond and Ogden High Schools for their Raise-the-Bar: Sportsmanship Matters. This is a program that encourages schools to promote and exhibit great sportsmanship on and off of the field. Ben Lomond (BLHS) will receive another star on their banner and Ogden High (OHS) will for the first time, receive a banner.
- For the school year 2015-16, we had 749 students enrolled in tech college courses. This is an increase of 19 % over the previous year. Ben Lomond High School had more tech college certificate completions than any other high school or charter school in Weber County.
- During the summer, the Ogden Weber Applied Technology College (OWATC) sponsored a special class for GearUp students called “Empower –up Math. Students earned dual credit (high school and college). Thirty-five students participated at BLHS and OHS.
- This summer we had thirty-eight junior high students participate in the Weber State PREP program. This program is a rigorous, pre-engineering, six week camp.
- Advanced Theater was another smash hit this year. Thanks to board member Joyce Wilson, who has year after year, organized a high quality production where students have the opportunity to learn all the aspects of theater production. They performed an original version of Beauty and the Beast with thirty-eight students participating.
- There were two multicultural arts programs held this summer: Ballet Folklorico and French. Both had a mentorship component giving high school students the opportunity to teach their younger peers. Twenty-nine students participated.
- Tomorrow morning is our Opening Institute for our employees. Tom Kelly, who has participated in nine Olympics and has worked closely with some of America's greatest champions will be the keynote speaker.
- Our third grade students passed the DIBELS Reading Uniform Growth Goal at 73%. The state requirement was 47.83%. This was a new requirement, so there is no past record of the uniform growth.

3. Public Participation.

There was no public participation at this time.

4. Increasing Student Achievement.

a. Bond Refunding Resolution, #2016-03. Business Administrator Zane K.

Woolstenhulme led the discussion concerning the Bond Refunding Resolution #2016-03, and welcomed Dale Okerlund and Nathan Robertson of Lewis Young Robertson & Burningham (LYRB) who further shared information concerning this resolution. Mr. Okerlund stated that the bond resolution functions as a legal process for accomplishing the bond refunding. In this document – the board authorizes the issuance of the bonds under certain parameters under the signature of the board president. Like all bond resolutions, this covers the nuts and bolts of covenants on federal tax laws, etc.

Ogden, Utah

August 18, 2016

The Board of Education (the “Board”) of the Ogden City School District, Utah (the “District”), met in regular session at the District offices, located at 1950 Monroe Boulevard, in Ogden, Utah, at 6:30 p.m. on Thursday, August 18, 2016, with the following members of the Board being present:

Jeffrey Heiner	President
Jennifer Zundel	Boardmember
Douglas Barker	Boardmember
Don E. Belnap	Boardmember
Susan Richards	Boardmember
Shane Story	Boardmember
Joyce Wilson	Boardmember

Also present:

Sandy Coroles	Superintendent
Zane Woolstenhulme	Business Administrator

Absent:

None

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Business Administrator presented to the Board a Certificate of Compliance With Open Meeting Law with respect to this August 18, 2016 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by Don E. Belnap and seconded by Shane B. Story, was adopted by the following vote:

AYE:	Jeffrey Heiner	President
	Jennifer Zundel	Boardmember
	Douglas Barker	Boardmember
	Don E. Belnap	Boardmember
	Susan Richards	Boardmember
	Shane Story	Boardmember
	Joyce Wilson	Boardmember
NAY:	None	

The resolution was then signed by the President in open meeting and recorded in the official records of the Board of Education of Ogden City School District, Utah. The resolution is as follows:

BOARD OF EDUCATION OF  
OGDEN CITY SCHOOL DISTRICT, UTAH

Resolution Authorizing the  
Issuance and Sale of

Not to Exceed \$53,000,000  
General Obligation Refunding Bonds

Adopted August 18, 2016

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RESOLUTION

A RESOLUTION OF THE BOARD OF EDUCATION (THE “BOARD”) OF OGDEN CITY SCHOOL DISTRICT, UTAH (THE “DISTRICT”) AUTHORIZING THE ISSUANCE AND SALE BY THE BOARD OF NOT MORE THAN \$53,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION REFUNDING BONDS (TO BE ISSUED IN ONE OR MORE SERIES, FROM TIME TO TIME AND WITH ANY OTHER TITLE DESIGNATION) (THE “BONDS”); DELEGATING TO CERTAIN OFFICERS OF THE BOARD THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PRESCRIBING THE FORM OF BONDS; PROVIDING FOR THE MANNER OF EXECUTION AND DELIVERY OF THE BONDS; PROVIDING HOW THE PROCEEDS OF THE BONDS WILL BE USED AND HOW PAYMENT OF THE BONDS WILL BE MADE; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; APPROVING THE DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, to achieve a debt service savings and to better align debt service to resources, the Board desires to refund and retire a portion of its currently outstanding general obligation bonds (collectively, the “Refunded Bonds”); and

WHEREAS, pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), the Board has the authority to issue and desires to issue its General Obligation Refunding Bonds (to be issued in one or more series, from time to time and with any other title designation) (the “Bonds”) in the aggregate principal amount of not to exceed \$53,000,000 to (a) refund the Refunded Bonds and (b) pay related expenses; and

WHEREAS, the Act provides for the publication of a Notice of Bonds to be Issued, and the Board desires to publish such a notice at this time in compliance with the Act with respect to the Bonds; and

WHEREAS, the Board has made application to the State of Utah (the “State”) to participate in the Utah School Bond Default Avoidance Program pursuant to the provisions of the Utah School Bond Guaranty Act, Title 53A, Chapter 28, Utah Code Annotated 1953, as amended (the “School Bond Guaranty Act”); and

WHEREAS, the Utah State Treasurer has or is expected to deliver to the District a Certificate of Eligibility, which is to be attached hereto as Exhibit D and which will evidence the District’s eligibility for the State’s guaranty under the School Bond Guaranty Act; and

WHEREAS, pursuant to the School Bond Guaranty Act, payment of the principal of and interest on the Bonds when due will be guaranteed by the full faith and credit and unlimited ad valorem taxing power of the State; and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”) to be entered into between the Issuer and KeyBanc Capital Markets, Inc.; and

WHEREAS, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”), and to approve a final Official Statement (the “Official Statement”) in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, as permitted by Section 11-27-3 of the Act and in order to allow flexibility in setting the pricing date of the Bonds and to optimize debt service savings to the Board, the Board desires to grant to the Designated Officer (defined herein), the authority to: (a) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold; and (b) execute a Terms Certificate setting forth the final terms of the Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Education of Ogden City School District, Utah, as follows:

## ARTICLE I

### DEFINITIONS; AUTHORITY

1.1 Definitions. As used in this Resolution, the following terms shall have the following meanings:

“Act” means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

“Board” means the Board of Education of Ogden City School District, Utah.

“Bond Fund” means the fund established under Section 4.2 hereof for each Series of the Bonds.

“Bondowner,” “Bondholder,” “Owner” or “Registered Owner” means the registered owner of any Bond as shown on the registration books of the Board kept by the Bond Registrar.

“Bond Purchase Agreement” means that certain Bond Purchase Agreement in substantially the form of Exhibit E hereto which may be entered into among the Board and the Underwriter, pursuant to which the Bonds will be sold to the Underwriter.

“Bond Registrar” means each Person appointed by the Board as registrar and agent for the transfer, exchange and authentication of the Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar is U.S. Bank National Association, Salt Lake City, Utah.

“Bonds” means the General Obligation Refunding Bonds, of the Board authorized hereby, in one or more Series and to be issued from time to time.

“Business Day” means a legal business day on which banking business is transacted in the city in which the Paying Agent has its corporate trust office for payment of the Bonds.

“Certificate of Eligibility” means that certain Certificate issued by the State Treasurer which evidences the Board’s eligibility for the Utah School Bond Default Avoidance Program established under the School Bond Guaranty Act, which shall be attached as Exhibit D hereto.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Undertaking” means that certain Continuing Disclosure Undertaking which may be executed by the Board and dated the date of issuance and delivery of the related Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form of Exhibit C hereto.

“Designated Officer” means any one of the President or Vice President of the Board or, in the absence or unavailability of both the President and Vice President, the Business Administrator.

“District” means the Ogden City School District, Utah.

“DTC” means The Depository Trust Company as securities depository for the Bonds, or its successors.

“Escrow Account” means the Escrow Account established in the Escrow Agreement.

“Escrow Agent” means U.S. Bank National Association, Salt Lake City, Utah or any other Escrow Agent named by the Board.

“Escrow Agreement” means the Escrow Deposit Agreement by and between the Board and the Escrow Agent providing for payment of the interest on and the principal and the redemption price of the Refunded Bonds through the redemption date therefor, in substantially the form attached hereto as Exhibit G.

“Government Obligations” means direct obligations of the United States of America, or other securities, the principal of and interest on which are unconditionally guaranteed by the United States of America.

“Interest Payment Date” means each June 15 and December 15, or other dates as provided in the related Terms Certificate and commencing as provided in the related Terms Certificate.

“Official Statement” means the Official Statement with respect to the Bonds, in substantially the form attached hereto as Exhibit F.

“Original Issue Date” means the date of delivery of the Bonds.

“Paying Agent” means each Person appointed by the Board as paying agent with respect to the Bonds pursuant to Section 2.5 hereof. The initial Paying Agent is expected to be U.S. Bank National Association, Salt Lake City, Utah.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Record Date” means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such Interest Payment Date, and (ii) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

“Refunded Bonds” means the bonds of the Board to be refunded as more specifically identified in the related Terms Certificate.

“Resolution” means this Resolution authorizing the issuance and sale of the Bonds.

“School Bond Guaranty Act” means the Utah School Bond Guaranty Act, Title 53A, Chapter 28, Utah Code Annotated 1953, as amended.

“State” means the State of Utah.

“State Treasurer” means the Treasurer of the State.

“Terms Certificate” shall mean the certificate of the Board setting forth the final terms for the related Bonds (within the parameters set forth herein) to be executed by the Designated Officer.

“Underwriter” means KeyBanc Capital Markets, Inc., or any other underwriter for the Bonds as specified in the Terms Certificate.

“Utah School Bond Default Avoidance Program” means the school bond guaranty program established pursuant to the School Bond Guaranty Act.

Unless the context clearly indicates to the contrary, the terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Resolution, refer to this Resolution in its entirety.

- 1.2 Authority for Resolution. This Resolution is adopted pursuant to the Act.

## ARTICLE II

### AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1 Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Resolution, one or more series of General Obligation Refunding Bonds of the Board is hereby authorized to be issued in the aggregate principal amount of not to exceed \$53,000,000. Such series of bonds shall be designated "Board of Education of Ogden City School District, Utah General Obligation Refunding Bonds, Series 2016." The name of the Bonds shall be finalized and may be revised in the Terms Certificate. The Bonds may be issued in one or more series and at any time within 18 months of the date of adoption of this Resolution, all within the parameters established hereby.

The Bonds shall be issued as fully registered Bonds.

The Bonds shall be general obligations of the Board for the payment of which the full faith, credit and taxing power of the Board are hereby pledged, and the Board hereby agrees and covenants that it will annually cause to be levied a tax sufficient to pay the principal of, premium, if any, and interest on the Bonds as they fall due and payable and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

2.2 Purpose. The Bonds are hereby authorized to be issued for the purpose of (a) refunding the Refunded Bonds and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Bonds.

2.3 Bond Details; Delegation of Authority. (a) The Bonds shall mature on the dates and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the related Original Issue Date payable on each Interest Payment Date at the per annum rates, all as provided in the related Terms Certificate.

(b) There is hereby delegated to the Designated Officer, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations:

(i) the principal amount of the Bonds necessary to accomplish the purpose of the Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$53,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; provided, however, that the final maturity of all Bonds shall not exceed thirteen (13) years;

(iii) the interest rate or rates of the Bonds; provided, however, that the interest rate or rates to be borne by any Bond shall not exceed six percent (6.0%) per annum;

(iv) the sale of the Bonds to the Underwriter and the purchase price to be paid by the Underwriter for the Bonds; provided, however, that the discount from par of the Bonds shall not exceed two percent (2%);

(v) whether the Bonds shall be subject to redemption prior to maturity; and

(vi) the bonds to be refunded as the Refunded Bonds and any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Upon pricing of the Bonds, the Designated Officer shall make the determinations provided above, and shall execute the Terms Certificate containing such terms and provisions on behalf of the Board, which execution shall be conclusive evidence as to the matters stated therein.

(c) Each Bond shall accrue interest from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the related Original Issue Date, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated upon an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Bonds shall bear interest on overdue principal at the aforesaid respective rates.



2.4 Denominations and Numbers. The Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple thereof. The Bonds shall be numbered with the letter prefix “R” and shall be numbered from one (1) consecutively upwards in order of issuance.

2.5 Paying Agent and Bond Registrar. The Board hereby appoints U.S. Bank National Association to act as the initial Paying Agent and Bond Registrar under the terms and conditions of this Resolution. The Board may remove any Paying Agent and any Bond Registrar, and appoint a successor or successors thereto (including at the time of issuance of a Series of Bonds as specified in the Terms Certificate). The Board shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal, and shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Board a written acceptance thereof.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the Board kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

2.6 Redemption of Bonds.

(a) The Bonds of a Series may be non-callable or be subject to redemption prior to maturity, at the election of the Board, on the date specified in the related Terms Certificate (the “First Redemption Date”), and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the Board, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds of a Series maturing prior to the related First Redemption Date are not subject to optional redemption.

(b) The Bonds of a Series may be subject to mandatory redemption by operation of sinking fund installments as provided in the related Terms Certificate. If the Bonds of a Series are subject to mandatory sinking fund redemption and less than all of the related Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the District on such mandatory sinking fund redemption dates for the related Bonds in such order as directed by the Board.

(c) If fewer than all of the Bonds of a Series of any maturity are called for redemption, the Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar may deem fair and appropriate, each \$5,000 of principal amount of the Bonds being counted as one Bond for this purpose. If a portion of a Bond shall be called for redemption, a new Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

2.7 Notice of Redemption. In the event any Bonds are to be redeemed, the Board shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Bonds to be redeemed, at the address shown on the registration books of the Board maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date and shall also be posted electronically to the MSRB EMMA website. Each notice of redemption shall state (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds; (ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed and, if less than all of any Bond, the principal amount of each Bond that is to be redeemed; and (ix) that the interest on the Bonds or portion of Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds

or portions of Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

For so long as a book-entry system is in effect with respect to the related Bonds, the Bond Registrar will mail notices of redemption to Cede & Co. (DTC's partnership nominee) or its successor. Any failure of DTC to convey such notice to any DTC Participants or any failure of DTC Participants or Indirect Participants to convey such notice to any beneficial owner will not affect the sufficiency or the validity of the redemption of Bonds.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Board shall not be required to redeem such Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

2.8 Partially Redeemed Bonds. In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Board shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Board, a Bond or Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, each such Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bonds by \$5,000.

2.9 Book-Entry System.

(a) Unless otherwise specified in the Terms Certificate and except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Bonds shall be, and the Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of DTC. Payment of interest for any Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Bonds of each Series held in book-entry form shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the Board kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the Board, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Bonds. Without limiting the immediately preceding sentence, the Board, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Bonds. The Board, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each such Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, such Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Board's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of

the Board to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Resolution, the word “Cede” in this Resolution shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Bonds held in book-entry form may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Board, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Bonds under applicable law.

(ii) The Board, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Bonds if the Board determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Bonds or the Board; and the Board shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Bonds upon receipt by the Board, the Bond Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Bonds; or (2) a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Bonds.

(iii) Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Board, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the Board shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Board addressed to DTC and DTC's operational arrangement.

(v) In connection with any notice or other communication to be provided to Holders of Bonds registered in the name of Cede pursuant to this Resolution by the Board or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the Board shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

2.10 Sale of Bonds. (a) The sale of the Bonds is hereby approved as follows:

(i) The Bonds authorized to be issued herein shall be sold to the Underwriter at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Bond Purchase Agreement, and upon the basis of the representations therein set forth. The Board hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Board by the Designated Officer, the Business Administrator and other officials of the Board in connection with the sale of the Bonds.

(ii) To evidence the acceptance by the Board of the Bond Purchase Agreement, the Designated Officers are hereby authorized and directed to execute and

deliver the Bond Purchase Agreement (substantially in the form attached hereto as Exhibit E) and the Terms Certificate (substantially in the form attached hereto as Exhibit H), with such changes, omissions, insertions and revisions as the Designated Officers shall deem advisable, execution and delivery thereof to constitute conclusive evidence of such approval.

2.11 Continuing Disclosure Undertaking. The President or Vice President are hereby authorized, empowered and directed to execute and deliver, and the Business Administrator to seal, countersign and attest, the Continuing Disclosure Undertaking in substantially the same form as now before the Board and attached hereto as Exhibit C, or with such changes therein as may be approved, execution thereof to constitute conclusive evidence of approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Board as herein provided, the Continuing Disclosure Undertaking will be binding on the Board and the officers, employees and agents of the Board, and the officers, employees and agents of the Board are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Board to comply with its obligations under the Continuing Disclosure Undertaking.

2.12 Execution of Bonds. The Bonds shall be executed on behalf of the Board by the President or Vice President and attested by the Business Administrator (the signatures of the President or Vice President and Business Administrator being either manual and/or by facsimile) and the corporate seal of the Board or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the President or Vice President and Business Administrator and such facsimile of the seal of the Board on the Bonds is hereby authorized, approved and adopted by the Board as the authorized and authentic execution, attestation and sealing of the Bonds by said officials. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be certified as registered by the same Bond Registrar, and (ii) the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The President or Vice President and Business Administrator are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the Board, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the Board and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

2.13 Delivery of Bonds; Application of Proceeds. The Bonds shall be delivered to the Underwriter at such time and place as provided in the Bond Purchase Agreement. The Business Administrator of the Board is hereby authorized and instructed to make delivery of the Bonds to the

Underwriter and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement, and to deposit the proceeds of sale as follows:

(a) An amount sufficient to retire the Refunded Bonds shall be deposited in trust with the Escrow Agent to be invested in Governmental Obligations as contemplated by the Escrow Agreement which comply in all respects with the provisions of Section 11-27-3 of the Act or to be held in cash.

(b) The amount, if any, remaining shall be deposited into a separate account and used, along with funds of the Board for such purpose, if any, to pay the costs of issuance of the Bonds, provided that any moneys remaining in such account six months subsequent to the date of the initial delivery of the Bonds shall be deposited in the related Bond Fund.

2.14 Provisions for Refunding and Redemption of Refunded Bonds.

(a) By execution of the Terms Certificate, the Board will have elected to refund the Refunded Bonds and to call and redeem on the respective optional redemption date each series of the Refunded Bonds then outstanding (as more specifically identified in the Terms Certificate). The paying agent and bond registrar for each series of the Refunded Bonds (the "Prior Paying Agent") is hereby authorized and directed to mail a Notice of Redemption of the Refunded Bonds as required by the proceedings which authorized the issuance of the Refunded Bonds.

(b) It is hereby found and determined that, pursuant to the Escrow Agreement, moneys and Governmental Obligations permitted under the Act, the principal of and the interest on which, when due, will provide moneys which will be sufficient to pay, when due, pursuant to the aforementioned redemption, the principal of, premium, if any, and interest on the Refunded Bonds to become due on the Refunded Bonds will be deposited with the Escrow Agent and provision thereby made for the refunding, retirement and redemption of the Refunded Bonds.

2.15 Authorization of Escrow Deposit Agreement. The Escrow Agreement in substantially the form set forth as Exhibit G hereto, with such changes and additions as shall be made with the approval of the President or Vice President (which approval shall be conclusively established by the execution thereof by the President or Vice President) is hereby in all respects authorized and approved. The Board may enter into the Escrow Agreement with the Escrow Agent establishing the Escrow Account from which principal of, premium, if any, and interest on the Refunded Bonds shall be paid. The President or Vice President are hereby authorized and directed to execute and deliver, and the Business Administrator to attest, the Escrow Agreement on behalf of the Board.

2.16 Further Authority. The President, Vice President and the Business Administrator and such other officials of the Board as may be required, are hereby authorized and directed to execute all such certificates, documents, and other instruments and make such elections under the Code as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Bonds and to comply with applicable provisions of the Code.

2.17 State Guaranty. Notwithstanding any terms and provisions herein to the contrary, the State, pursuant to the School Bond Guaranty Act, shall guarantee the timely payment of principal of (either at stated maturity or by any advancement of maturity pursuant to a mandatory sinking fund payment, if applicable) and interest on the Bonds, as such payments shall become due (except that in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, if applicable, the payments guaranteed shall be made in such amounts and at such times as such payments of principal would have been due had there not been any such acceleration). The State shall not guarantee the payment of any redemption premium on the Bonds in the event of an optional or mandatory redemption of such Bonds. The Board covenants that it will promptly pay the principal of and interest on every Bond issued pursuant to this Resolution at the place, on the dates and in the manner provided hereinbelow.

The Business Administrator shall transfer to the Paying Agent at least fifteen (15) days prior to each interest and/or principal payment date for the Bonds, moneys sufficient to pay the principal of, premium, if any, and interest on the Bonds coming due on such applicable date. If the Business Administrator believes for any reason that he/she may be unable to transfer the scheduled debt service payment on the Bonds to the Paying Agent at least fifteen (15) days prior to each such applicable interest and/or principal payment date, the Business Administrator shall immediately notify the Paying Agent and the State Treasurer by telephone, a writing sent by facsimile transmission and a writing sent by first-class United States mail of such default not less than fifteen (15) days prior to the applicable interest and/or principal payment date.

In the event the Business Administrator fails to deposit with the Paying Agent moneys sufficient to pay principal of and interest on the Bonds when due, the Paying Agent shall notify the State Treasurer of such failure in writing at least ten (10) days before each applicable interest and/or principal payment

date by telephone, a writing sent by facsimile transmission and a writing sent by first-class United States mail. Upon receipt of such notification, the State Treasurer shall, on or before the applicable interest and/or principal payment date, transfer sufficient moneys to the Paying Agent to make the scheduled debt service payment as provided in the School Bond Guaranty Act. The payment of principal of and/or interest on the Bonds by the State Treasurer shall discharge the obligation of the Board to its Bondholders for such payment and shall transfer the rights represented by the general obligation of the Board from the Bondholders to the State.

No bonds of the Board have been paid (either principal or interest, in whole or in part) by the State under the School Bond Guaranty Act.

2.18 Nonimpairment. Pursuant to the School Bond Guaranty Act, the State pledges to and agrees with the Owners of the Bonds that the State will not alter, impair or limit the rights vested by the School Bond Guaranty Act with respect to the Bonds until the Bonds, together with applicable interest, are fully paid and discharged; provided however, that nothing shall preclude an alteration, impairment or limitation if adequate provision is made by law for the protection of the Owners of the Bonds.

### ARTICLE III

#### TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

##### 3.1 Transfer of Bonds.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Board, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section (a) hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Board, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

(c) The Board shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

3.2 Exchange of Bonds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 3.1 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

3.3 Bond Registration Books. This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Board, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

3.4 List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

3.5 Duties of Bond Registrar. The obligations and duties of the Bond Registrar hereunder include the following:

- (a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Board upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the Board at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (f) to furnish the Board at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

#### ARTICLE IV

#### COVENANTS AND UNDERTAKINGS

4.1 Covenants of Board. All covenants, statements, representations and agreements contained in the Bonds, and all recitals and representations in this Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements of the Board, are the covenants, statements, representations and agreements of the Board.

4.2 Levy of Taxes. The Board covenants and agrees to establish a Bond Fund to pay the interest falling due on each Series of the Bonds as the same becomes due and also to provide for the payment of the principal of the Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the District in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Board from applying any other funds that may be in the Board's treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the Board in its annual budget and its statement and estimate as certified to Weber County, Utah in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Board available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The Board shall transfer from the Bond Fund to the Paying Agent at least fifteen days prior to each principal and/or interest payment date or redemption date on the Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The Board has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Fund shall be depleted at least once each year by the Board except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Fund or one-twelfth of the annual debt service on the Bonds.

4.3 Bonds in Registered Form. The Board recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be excludible from gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. In this connection, the Board agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

4.4 Tax Covenants. The Board further covenants and agrees to and for the benefit of the Bondholders that the Board (i) will not take any action that would cause interest on the Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the exemption from federal income taxation of interest on the Bonds. Pursuant to this covenant, the Board obligates itself to comply throughout the term of the Bonds with the

requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE V

FORM OF BONDS

5.1 Form of Bonds. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

PURSUANT TO AND SUBJECT TO THE CONDITIONS CONTAINED IN THE UTAH SCHOOL BOND GUARANTY ACT, TITLE 53A, CHAPTER 28, UTAH CODE ANNOTATED 1953, AS AMENDED (“UTAH SCHOOL BOND GUARANTY ACT”), THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE STATE OF UTAH IS PLEDGED TO GUARANTEE FULL AND TIMELY PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS AS SUCH PAYMENTS SHALL BECOME DUE (EXCEPT THAT IN THE EVENT OF ANY ACCELERATION OF THE DUE DATE OF SUCH PRINCIPAL BY REASON OF MANDATORY OR OPTIONAL REDEMPTION OR ACCELERATION RESULTING FROM DEFAULT OR OTHERWISE, OTHER THAN ANY ADVANCEMENT OF MATURITY PURSUANT TO A MANDATORY SINKING FUND PAYMENT, IF APPLICABLE, THE PAYMENTS GUARANTEED SHALL BE MADE IN SUCH AMOUNTS AND AT SUCH TIMES AS SUCH PAYMENTS OF PRINCIPAL WOULD HAVE BEEN DUE HAD THERE NOT BEEN ANY SUCH ACCELERATION).

Registered

Registered

**UNITED STATES OF AMERICA  
STATE OF UTAH  
BOARD OF EDUCATION OF OGDEN CITY SCHOOL DISTRICT  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2016**

Number R-\_\_\_\_ \$\_\_\_\_\_

Interest Rate                      Maturity Date                      Original Issue Date                      CUSIP  
\_\_\_\_\_%                                      \_\_\_\_\_                                      \_\_\_\_\_, 2016                                      \_\_\_\_\_

Registered Owner:      CEDE & CO.

Principal Amount:      \_\_\_\_\_ DOLLARS\*\*\*\*

The Board of Education (the “Board”) of Ogden City School District, Utah (the “District”), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), which interest shall be payable on June 15 and December 15 of each year, commencing \_\_\_\_\_ (each an “Interest Payment Date”), until all of the principal shall have been paid.



Interest on this Bond shall accrue from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if interest on the hereinafter defined Bonds shall be in default, interest on the Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Bond shall be payable upon surrender of this Bond at the principal corporate trust office of U.S. Bank National Association, Salt Lake City, Utah, as Paying Agent, and payment of the semiannual interest hereon shall be made by check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Resolution.

This Bond is one of the General Obligation Refunding Bonds, Series 2016, of the Board (the "Bonds") limited to the aggregate principal amount of \$53,000,000, issued pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act") and (ii) a resolution of the Board adopted on August 18, 2016 (the "Resolution"). The Bonds are authorized to be issued for the purpose of (a) refunding and retiring a portion of the Board's outstanding general obligation bonds and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Bonds.

U.S. Bank National Association, Salt Lake City, Utah is the initial bond registrar and paying agent with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The Board covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Bond as it falls due and also to provide for the payment of the principal hereof as the same falls due; provided, however, that the Board may apply other funds available to the Board to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Resolution, only upon the books of the Board kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Board shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Board, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the Board, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Board is not required to transfer or exchange any Bond (i) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

The Bonds shall be subject to redemption prior to maturity, at the election of the Board, on \_\_\_\_\_ (the "First Redemption Date") and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the Board, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

[The Bonds are subject to mandatory redemption by operation of sinking fund installments at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on the dates and in the principal amounts as follows:]

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Bonds to be redeemed, at the address shown on the registration books of the Board maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Board shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Board, a Bond or Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, each such Bond shall be treated as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bonds by \$5,000.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Board, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the Board are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

PURSUANT TO SECTION 53A-28-201, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH PLEDGES TO AND AGREES WITH THE OWNERS OF THE BONDS THAT THE STATE OF UTAH WILL NOT ALTER, IMPAIR OR LIMIT THE RIGHTS VESTED BY THE UTAH SCHOOL BOND GUARANTY ACT WITH RESPECT TO THE BONDS UNTIL THE BONDS, TOGETHER WITH APPLICABLE INTEREST, ARE FULLY PAID AND DISCHARGED; PROVIDED HOWEVER, THAT NOTHING SHALL PRECLUDE AN ALTERATION, IMPAIRMENT OR LIMITATION IF ADEQUATE PROVISION IS MADE BY LAW FOR THE PROTECTION OF THE OWNERS OF THE BONDS.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF OGDEN CITY SCHOOL DISTRICT, UTAH, has caused this Bond to be signed in its name and on its behalf by its President and attested and countersigned by its Business Administrator (the signatures of said President and Business Administrator being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

BOARD OF EDUCATION OF OGDEN  
CITY SCHOOL DISTRICT, UTAH

\_\_\_\_\_  
(Do Not Sign)  
President

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
(Do Not Sign)  
Business Administrator

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution and is one of the General Obligation Refunding Bonds, Series 2016, of the Board of Education of the Ogden City School District, Utah.

U.S. Bank National Association  
as Bond Registrar

By: \_\_\_\_\_

Date of Registration and Authentication: \_\_\_\_\_

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- TEN COM – as tenants in common
- TEN ENT – as tenants by the entireties
- JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_  
(Minor)

Under Uniform Gifts to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned  
sells, assigns and transfers unto:

\_\_\_\_\_  
(Social Security or Other Identifying Number of Assignee)

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ARTICLE VI

MISCELLANEOUS

6.1 Official Statement. The Official Statement of the Board is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as Exhibit F, with such changes, omissions, insertions and revisions as the appropriate officers of the Board shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds. The President or Vice President shall sign and deliver the Official Statement to the Underwriter for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the President or Vice President of any such changes, omissions, insertions and revisions shall be conclusively established by the President or Vice President’s execution of the Official Statement.

6.2 Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (“the Preliminary Official Statement”), in substantially the form presented at this meeting and in the form attached hereto as Exhibit F, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the appropriate officers of the Board shall deem advisable. The appropriate officers of the Board are hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds.

6.3 Changes to Forms. The form of Bonds and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the President or Vice President and/or Business Administrator, whose execution or approval thereof on behalf of the Board shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

6.4 Notice of Bonds to be Issued. In accordance with the provisions of the Act, the Business Administrator shall cause a “Notice of Bonds to be Issued” to be (i) published one (1) time in the Standard Examiner, a newspaper of general circulation in the District, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>), and (iii) posted on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution

to be kept on file in the Board’s office in Ogden, Utah, for public examination during the regular business hours of the Board until at least thirty (30) days from and after the date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the form set forth in Exhibit I attached hereto.

6.5 Ratification. All proceedings, resolutions and actions of the Board and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved.

6.6 Severability. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

6.7 Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

6.8 Captions. The headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

6.9 Certification of Fulfillment of Conditions. The Board hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Bonds will have been satisfied and fulfilled.

6.10 Maintenance of Records; Copies. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Bonds shall be kept on file with the Business Administrator at 1950 Monroe Boulevard, Ogden, Utah, where the same shall be made available for inspection by any Registered Owner of the Bonds, or his, its or their agents for so long as any of the Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Bonds.

6.11 Effective Date. This Resolution shall take effect immediately upon its approval and adoption by the Board.

6.12 Resolution Irrepealable. Upon the execution of the related Terms Certificate, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this 18<sup>th</sup> day of August, 2016.

BOARD OF EDUCATION OF OGDEN CITY  
SCHOOL DISTRICT, UTAH

\_\_\_\_\_  
President

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Business Administrator

(SEAL)

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

The meeting was then adjourned.

President

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Business Administrator

STATE OF UTAH )

: ss.

COUNTY OF WEBER )

I, Zane Woolstenhulme, the duly qualified Business Administrator of the Board of Education (the "Board") of Ogden City School District, Utah (the "District"), do hereby certify according to the records of the District in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Board held on August 18, 2016, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 18, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Board, this 18<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
Business Administrator

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Zane Woolstenhulme, the undersigned Business Administrator of Ogden City School District, Utah (the "District"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the Board of Education (the "Board") of the District on August 18, 2016, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the District's principal offices on August \_\_\_\_, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner on August 17, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the District (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Board of Education to be held during the year, by causing said Notice to be (i) posted on July 20, 2016 at the principal office of said Board, (ii) provided to at least one newspaper of general circulation within the District on July 20,

2016, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Board this 18<sup>th</sup> day of August, 2016.

---

Business Administrator

( S E A L )

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LETTER OF REPRESENTATIONS

[See Transcript Document No. \_\_\_\_]

EXHIBIT C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

[See Transcript Document No. \_\_\_\_]

EXHIBIT D

CERTIFICATE OF ELIGIBILITY

[See Transcript Document No. \_\_\_\_]

EXHIBIT E

FORM OF BOND PURCHASE AGREEMENT

[See Transcript Document No. \_\_\_\_]

EXHIBIT F

FORM OF OFFICIAL STATEMENT

[See Transcript Document No. \_\_\_\_]

EXHIBIT G

FORM OF ESCROW AGREEMENT

EXHIBIT H

FORM OF TERMS CERTIFICATE

[See Transcript Document No. \_\_\_\_]

EXHIBIT I

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, that on August 18, 2016, the Board of Education (the "Board") of Ogden City School District, Utah (the "School District") adopted a resolution (the "Resolution") in which it authorized the issuance of the Board's General Obligation Refunding Bonds (to be issued from time to time, in one or more series and with such other designation(s) as the Board may determine) (the "Bonds").

PURPOSE FOR ISSUING THE BONDS

The Bonds, pursuant to the Resolution, are to be issued for the purpose of (i) refunding outstanding bonds of the Board in order to achieve a debt service savings and to better align debt service to resources, and (ii) paying related expenses.

PARAMETERS OF THE BONDS

The Board intends to issue the Bonds in the aggregate principal amount of not to exceed Fifty-Three Million Dollars (\$53,000,000), to mature in not more than thirteen (13) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed six percent (6.0%) per annum.

The Bonds are to be issued and sold by the Board pursuant to the Resolution, with such final terms and provisions as may be deemed appropriate by authorized officers of the Board, provided that said final terms shall not exceed the maximums set forth above.

A copy of the Resolution is on file in the office of the Business Administrator of the Board in the Board's offices located at 1950 Monroe Boulevard, Ogden, Utah, where they may be examined during regular business hours of the Business Administrator, from 8:00 a.m. to 5:00 p.m., for a period of at least thirty (30) days from and after the date of publication of this notice.

SECURITY PLEDGED FOR THE BONDS

The Bonds are general obligations of the Board secured by the full faith and credit and taxing power of the Board.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this 18<sup>th</sup> day of August, 2016.

/s/ Zane Woolstenhulme

Business Administrator

Motion made by Don E. Belnap to approve the Bond Refunding Resolution, #2016-03. Seconded by Shane B. Story and carried unanimously.

President Heiner thanked all who had participated at the meeting.

Motion to adjourn the regular session was made by Joyce Wilson, seconded by Jennifer Zundel, and carried unanimously. The meeting adjourned at 6:55 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Administrator